

# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  Gail L. Mills, Esq. Burr & Forman 420 North 20th Street 3100 SouthTrust Tower Birmingham, Alabama 35203  Pre-paid Acct. # _____		<div style="transform: rotate(-90deg); transform-origin: center;">Inst. # 1995-03575</div> <div style="transform: rotate(-90deg); transform-origin: center;">02/09/1995-03575</div> <div style="transform: rotate(-90deg); transform-origin: center;">08:39 AM CERTIFIED</div> <div style="transform: rotate(-90deg); transform-origin: center;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-90deg); transform-origin: center;">006 MCD 20:00</div>
2. Name and Address of Debtor (Last Name First if a Person)  Daniel Meadows II General Partnership c/o Daniel Realty Corporation 1200 Corporate Drive, Suite 400 Birmingham, Alabama 35242 Attn: John Gorecki  Social Security / Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)    Social Security / Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  SouthTrust Bank of Alabama, National Association P. O. Box 2554 Birmingham, Alabama 35290 Attn: Real Estate Loan Dept. Social Security / Tax ID # _____		FILED WITH:  Shelby County, Judge of Probate
<input type="checkbox"/> Additional secured parties on attached UCC-E		
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  _____ _____ _____ _____ _____ _____ _____
5. The Financing Statement Covers the Following Types (or items) of Property:  The collateral is more particularly described on Exhibit B attached hereto and made a part hereof. The land described in Exhibit B is more particularly described on Exhibit A attached hereto and made a part hereof.		
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____  Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>paid on Mtg.</u>
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		
8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
See Schedule I attached		
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business		Type Name of Individual or Business

**SCHEDULE I**  
**TO UCC-1 FINANCING STATEMENT FROM DANIEL MEADOWS II GENERAL**  
**PARTNERSHIP (DEBTOR) TO SOUTHTRUST BANK OF ALABAMA,**  
**NATIONAL ASSOCIATION (SECURED PARTY)**

**Debtor:**

DANIEL MEADOWS II GENERAL PARTNERSHIP,  
a Virginia general partnership

By: DANIEL REALTY INVESTMENT  
CORPORATION-MEADOWS II, a Virginia  
corporation  
Its General Partner

By: *John L. Horket*  
Its *S.V.P.*



## Exhibit "A"

(Meadows in the Park)

### Parcel I

Part of the North 1/2 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the NW corner of Lot 12, Jessica Ingram Property, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 3, page 54, run in a southerly direction along the west lot line of said Lot 12 for a distance of 30.26 feet to an existing old iron rebar being the point of beginning; thence turn an angle to the left of 89 deg. 23 min. 50 sec. and run in an easterly direction for a distance of 1236.08 feet to an existing old iron rebar and being on the west right of way line of Shelby County Road No. 495; thence turn an angle to the right 85 deg. 56 min. 17 sec. and run in a southerly direction along the west right of way line of said Shelby County Road No. 495 for a distance of 626.46 feet to an existing old iron rebar; thence turn an angle to the right of 94 deg. 15 min. 23 sec. and run in a westerly direction for a distance of 1373.90 feet, more or less, to an existing old iron pin being on the east right of way line of Brook Highland Drive, and also being on a curve, said curve being concave in a westerly direction and having a central angle of 17 deg. 50 min. 56 sec. and a radius of 621.12 feet; thence turn an angle to the right (99 deg. 36 min. 27 sec. to the chord of said curve) and run in a northerly direction along the east right of way line of said Brook Highland Drive and along the arc of said curve for a distance of 193.49 feet to the point of ending of said curve; thence continue in a northerly direction along the east right of way line of said Brook Highland Drive and along a line tangent to the end of said curve for a distance of 324.02 feet to the point of beginning of a new curve, said newest curve being concave in a westerly direction and having a central angle of 3 deg. 9 min. 36 sec. and a radius of 1169.80 feet; thence turn an angle to the left and run along the arc of said curve and along the east right of way line of said Brook Highland Drive for a distance of 64.52 feet to an existing iron pin; thence turn an angle to the right (54 deg. 07 min. 17 sec. from the chord of the last mentioned curve) and run in a northeasterly direction for a distance of 70.27 feet, more or less, to an existing iron pin being the point of beginning; being situated in Shelby County, Alabama.

### Parcel II

Together with the rights of ingress, egress, and other rights set forth in that certain Non-Exclusive Access Easement Agreement recorded in Real Record 155, page 540 in the Probate Office of Shelby County, Alabama, over and across the following land:

### (Parcel C)

A parcel of land located in the SE 1/4 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, said parcel being 16 feet in width and lying adjacent to the

East right of way line of Brook Highland Drive as shown on the map of the "The Meadows Residential Sector One," as recorded in Map Book 9, page 142, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows:

From the NW corner of Lot 12, Jessica Ingram property, as recorded in Map Book 3, page 54, in the Office of the Judge of Probate, Shelby County, Alabama, run in a Southerly direction along the West lot line of said Lot 12 for a distance of 30.26 feet; thence turn an angle to the right of 54 deg. 03 min. 52 sec. and run in a Southwesterly direction for a distance of 70.27 feet to the point of beginning of the property, herein described; from the point of beginning, thus obtained, continue along the last described course for a distance of 19.42 feet to a point on the East right of way line of Brook Highland Drive as shown on the map of "The Meadows Residential Sector One", as recorded in Map Book 9, page 142, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the right, said curve being concave to the West and having a radius of 1,153.80 feet, a central angle of 2 deg. 37 min. 02 sec. and a chord of 52.70 feet, which forms an interior angle to the right of 126 deg. 06 min. 26 sec. with the last described course; run thence in a Southerly direction along the arc of said curve for a distance of 52.70 feet to the end of said curve; run thence in a Southerly direction tangent to said curve for a distance of 324.02 feet to the beginning of a curve to the right, said curve being concave to the Northwest and having a radius of 605.12 feet, a central angle of 18 deg. 21 min. 26 sec. and a chord of 193.05 feet; run thence in a Southwesterly direction along the arc of said curve for a distance of 193.88 feet to a point; thence turn an interior angle to the right of 80 deg. 08 min. 18 sec. from the chord of the last described curve and departing said right of way line run in an Easterly direction for a distance of 16.90 feet to a point on a curve to the left, said curve being concave to the Northwest and having a radius of 621.12 feet, a central angle of 17 deg. 50 min. 56 sec. and a chord of 192.71 feet which forms an interior angle to the right of 99 deg. 36 min. 27 sec. with the last described course; run thence in a Northeasterly direction along the arc of said curve for a distance of 193.49 feet to the end of said curve; run thence in a Northerly direction, tangent to said curve, for a distance of 324.02 feet to the beginning of a curve to the left, said curve being concave to the West and having a radius of 1,169.80 feet, a central angle of 3 deg. 09 min. 36 and a chord of 64.51 feet; run thence in a Northerly direction along the arc of said curve for a distance of 64.52 feet to the point of beginning.

All being situated in Shelby County, Alabama.



**EXHIBIT B**  
**TO UCC-1 FINANCING STATEMENT FROM**  
**DANIEL MEADOWS II GENERAL PARTNERSHIP (DEBTOR) TO**  
**SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION**  
**(SECURED PARTY)**

All of the Debtor's right, title and interest in and to the following described Collateral, whether now or hereafter existing or now owned or hereafter acquired or accrued (collectively referred to herein as the "Collateral"):

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real estate described in Exhibit A attached hereto and made a part hereof (the "Land"), and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Collateral, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Collateral as between the parties hereto and all persons claiming by, through or under them; and

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Collateral or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(c) All rents, issues, profits and revenues of the Collateral from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law; and

(d) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by the Debtor relating to the use and operation of the Collateral; and

(e) Any and all funds now or hereafter held on deposit with Lender pursuant to that certain Assignment and Pledge of Deposit Account of even date herewith from Debtor to Secured Party; and

(f) Debtor's right, title and interest in and to all contracts pertaining to repairs to the improvements situated on the Property, including, without limitation, the following:

(1) that certain construction contract between Debtor and Foundation and Structural Renovations, dated December 28, 1994;

(2) that certain construction contract between Debtor and Foundation and Structural Renovations, dated January 16, 1995;

(3) that certain construction contract between Debtor and Briarwood Construction, Inc., dated December 29, 1994;

(4) that certain construction contract between Debtor and Dow-Mar Associates, dated January 16, 1995; and

(4) that certain contract between Debtor and Diversified Consultant Services, Inc., dated November 4, 1994.

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